

CONSULTANT: The Segal Group  
CONTACT PERSON: Ruth Ann Eledge  
ADDRESS: 5057 Keller Springs Road, Suite 100  
Addison, TX 75001  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 94-1503999  
TELEPHONE/EMAIL: 214-930-7291 reledge@segal.com  
COUNTY DEPT: Human Resources  
DEPT. CONTACT PERSON: Rhea Reynolds  
TELEPHONE/EMAIL: 425-388-3932 rhea.reynolds@snoco.org  
PROJECT: Compensation & Classification Study  
AMOUNT: Not to exceed \$245,000  
FUND SOURCE: 002 513 6104101  
CONTRACT DURATION: March 28, 2022 through December 31, 2022

### AGREEMENT FOR COMPENSATION & CLASSIFICATION STUDY SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and The Segal Group, Inc., on behalf of itself and its operating subsidiaries and its affiliates, a Delaware Corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide a Human Resources Compensation and Classification Study. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 021-21BC.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon March 28, 2022 (the “Effective Date”) and shall terminate on December 31, 2022. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement by December 31, 2022 , PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$245,000 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Information and Ownership. County agrees to supply to Contractor (either directly or through County's agents and representatives) on a timely basis all of the data, documentation and information (e.g., current plan design and plan documents, information concerning all plan participants and beneficiaries) reasonably needed by Contractor to perform the Services ("County Information"), in a usable format . If County Information is not provided in a usable format, Contractor may charge County for actual costs incurred in converting it to a usable format . Contractor will have the right to reasonably rely on the accuracy and completeness of County Information and will have no responsibility for independently verifying or checking County Information for accuracy or completeness. County will notify Contractor promptly upon gaining knowledge of any material change to County Information. County acknowledges and agrees that Contractor shall have no liability for errors resulting from latent defects in County Information or County's failure to notify Contractor of changes to County Information. County Information is and will remain the sole and exclusive property of County.

County acknowledges that, in providing the Services, Contractor will distribute or make available certain proprietary materials ("Contractor's Proprietary Information"), including, but not limited to, publications, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate Contractor's Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by Contractor to County under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of County, once paid for by County. To the extent that Contractor's Proprietary Information is incorporated into such Deliverables, County will have a perpetual, fully paid, non-exclusive, non-transferable and non-sublicensable right to use, copy, and modify Contractor's Proprietary Information as part of the Deliverables internally and for their intended purpose. Contractor will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Rhea Reynolds  
Title: Director, Human Resources  
Department: Human Resources  
Telephone: 425-388-3932  
Email: rhea.reynolds@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the

work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting its errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County except that Contractor may assign this Agreement to any of its wholly-owned subsidiaries doing business as "Segal," provided there is no change in Contractor's ultimate ownership structure. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor to the extent resulting from Contractor's willful misconduct, negligence, or bad faith in performance of the services. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice when used for its intended purpose.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.



18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does

not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:            Snohomish County  
   3000 Rockefeller Avenue,  
   Everett, Washington 98201  
   Attention: Rhea Reynolds  
   Human Resources Director

and to:                         Snohomish County Purchasing Division  
   3000 Rockefeller Avenue, M/S 507  
   Everett, Washington 98201  
   Attention:    Bramby Tollen  
   Purchasing Manager

If to the Contractor:            The Segal Group  
   333 West 34th Street  
   New York, NY 10001  
   Attention: General Counsel  
   [Contract\\_Notice@segalco.com](mailto:Contract_Notice@segalco.com)

and to:                         Ruth Ann Eledge  
   reledge@segalco.com

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information unless prohibited by law.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request

under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester. Such notice will be provided to Contractor no later than 14 days in advance of the release date to allow Contractor time to review the request and seek a court order to enjoin disclosures pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:



Klein, Kenneth  
2022.03.28 11:13:37 -07'00'

County Executive Date

Segal \_\_\_\_\_:



03 / 16 / 2022

Vice President Date

Approved as to insurance  
and indemnification provisions:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2022.03.17 11:52:05 -07'00'

Risk Management Date

Approved as to form only:



03 / 16 / 2022

Legal Counsel to the Contractor Date

Approved as to form only:

Deputy Prosecuting Attorney Date

<b>COUNCIL USE ONLY</b>	
Approved	<u>3/28/2022</u>
ECAF #	<u>2022-0295</u>
MOT/ORD	<u>Motion 22-139</u>

**Schedule A  
Scope of Services**

**Contractor’s Responsibilities:**

The Contractor shall complete a compensation and classification study as defined in RFP 021-21BC on 500 County positions. The Contractor’s will follow the following work plan:

- Step 1: Project Initiation**
- Step 2: Classification Analysis**
- Step 3: Total Compensation Market Assessment**
- Step 4: Recommendations Development**
- Step 5: Present Final Results**

**ANTICIPATED TIMELINE IN MONTHS**

Step	1	2	3	4	5
Step 1: Project Initiation					
Step 2: Classification Analysis					
Step 3: Total Compensation Market Assessment					
Step 4: Recommendations Development					
Step 5: Present Final Results					

**Step 1: Project Initiation**

**1. Initial Meeting**

The Contractor shall meet, via video conference, with the County’s Project Team and any other key stakeholders to confirm the project schedule, charter, goals, and roles.

The Contractor will:

- Confirm the goals and objectives of the study
- Discuss the County’s current compensation and classification structures
- Finalize the timeline and specific dates for deliverables
- Clarify Segal’s and the County’s roles in each project phase
- Clarify the bargaining units’ roles in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

**2. Conduct Stakeholder Interviews**

The Contractor will conduct confidential one-on-one interviews with key stakeholders, such as Union Representatives, Department Directors and other senior staff.

*For pricing purposes, the Contractor will schedule eight hours to meet via video conference with the County’s Project Team and conduct stakeholder interviews*

**3. Employee Communication Plan**

The Contractor will develop a communication plan.

The Contractor, with the County's Project Team, will create communications tools to provide project information and updates to all employees including the following tools:

- Internal e-mail address and voice mail box that employees may use to ask questions regarding the project
- Frequently asked questions (and answers) to be posted on the County's intranet site and/or distributed directly to employees
- Periodic project updates to be posted on the County's intranet site and/or distributed directly to employees
- Talking points and summary presentations to key stakeholders

Step 1: Project Initiation Deliverables: Project plan, charter, and communication plan.

## **Step 2: Classification Analysis**

The Contractor shall:

- Conduct a classification study of approximately 500 positions including leadership, exempt and non-exempt positions, and those covered by collective bargaining agreements (CBAs). The 500 position descriptions represent a subset of the County's 1,100 job descriptions that cover approximately 2,800 employees
- Review the County's current positions, position families and career ladders and make recommendations for improvements, including recommendations on how the number of classifications may be improved and/or reduced
- Review the County's current rating tool and make recommendations for a replacement rating tool that takes into account current, relevant and equitable data points
- Review the County's current positions and make recommendations for combining position descriptions for employees that are doing similar work in different areas
- Review the County's current positions and make recommendations for alignment of position descriptions for employees with the same position performing different work
- Update the County's position descriptions to attract more robust applicant pools

### **1. Develop Position Description Questionnaire**

The Contractor will develop a customized position description questionnaire (PDQ) reflecting the needs of the County and the direction of the Project Team

### **2. Conduct Employee Presentations**

The Contractor will develop and conduct one or more virtual employee presentations to introduce the project and to explain the PDQ process including instructions for each page of the questionnaire.

During the presentation(s), the Contractor will accept and field employee questions via email.

- The Contractor will assist the County in the development of a Frequently Asked Questions (FAQ) document to be shared with all employees and posted on the County's intranet site.
- The project communication intranet site will be updated by the County throughout the project with information provided by the Contractor.
- The Contractor will prepare Talking Points for Department Directors and other managers to help them address questions from their employees.

### **3. Job Analysis**

The Contractor will analyze the County's jobs. The Contractor will review each PDQ within a job title and series and document distinguishing characteristics that define a particular job title within the job family.

#### 4. Conduct Employee Interviews

The Contractor will conduct employee interviews, either individually or in groups. The purpose of these interviews is to:

- Clarify previously submitted information in the job questionnaire process
- Validate key functions that may not have been accurately reflected in the questionnaire
- Clarify differences and similarities between similar job classifications

The Contractor will identify follow-up documentation needed and conduct at up to 16 hours of interviews ranging from thirty minutes to one hour dependent on scope of questions and range of interviewees, via video conference.

#### 5. Develop and Document a Recommended Classification Structure

The Contractor will develop and document a recommended job classification structure for the County. This structure will contain at least the following:

- List of job titles, with titling guidelines (that is, standards for using terms such as “Coordinator,” “Manager,” or “Director” in job titles).
- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
- Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Secretary and an Administrative Assistant.

The Contractor anticipates recommending:

- Consolidation of class titles that have highly similar responsibilities and requirements.
- Development of new class titles for positions that reflect new or different roles, responsibilities, or requirements.
- Re-wording of class titles, based on standard occupational nomenclature or for clarity.

**Classification Analysis Deliverables for substeps 1-5 will be completed PDQs, employees interviews and a recommended classification architecture that clearly defines and documents all classifications to facilitate both internal equity and external market comparisons.**

#### 6. Recommend Individual Position Assignments to Classifications

The Contractor will recommend placement of each employee within the structure, based on information collected from the PDQs and the interviews. The Contractor will identify the most appropriate match between a position’s individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by the County’s Human Resources staff) that identifies each position, the incumbent employee, his/her current classification title, and our recommended classification assignment.

#### 7. Develop Job Families

The process of defining the job family structures and career development will be a collaborative approach led by the Contractor with the Project Team. The Contractor’s goal will be to create a structure that is uniquely relevant to the County, but is reflective of the broader public sector and general industry market, based on where the County competes for talent for its jobs and roles. In this process, the Contractor will work through the tasks and considerations as outlined below:

- **Task 1: Determine Tentative Job Families.** The Contractor will lead the process of determining and defining the tentative job families that will most likely serve the needs of the County, and will confirm and validate these initial job families with the Project Team.

• **Task 2: Review Draft Job Families.** The Contractor will review the draft job families with the Project Team and will refine as necessary.

• **Task 3: Map Jobs to Families.** The Contractor will take all the jobs in the County and will place the jobs into job families to show progression and similarities based on responsibilities. The Contractor will be test and refine moving from one job family to the next.

## 8. Conduct FLSA Analysis

The Contractor will assist the County to determine the appropriate exemption status of each classification under the Fair Labor Standards Act (FLSA) overtime regulations using the DOL's guidance.

The Contractor will apply the Department of Labor's (DOL) "duties" tests and provide guidance to the County regarding:

1. Whether jobs should be classified as Exempt or Non-Exempt
2. If a job is Exempt, which test is applicable (Executive, Administrative, Learned Professional, Creative Professional, or Computer Professional)

The Contractor's final report will contain information on:

- Each job's current exemption status
- Our recommended exemption status
- The applicable test(s) for those positions we think are exempt from the overtime regulations
- The rationale for our recommendations
  - These are recommendations only and do not constitute a legal opinion

## 9. Develop Recommendations for Career Ladders

The Contractor will develop recommended career ladders within selected occupational categories. The Contractor will identify and describe appropriate hierarchical job levels within a specific function that would provide promotional opportunities for employees. The Contractor will provide information regarding:

- How the positions are currently organized
- The current or desired differences in responsibility or work content within a job series
- How career levels are (or should be) defined
- The current and desired prerequisites or requirements associated with each level, such as formal education, on-the-job training, attainment of licensing or certifications, demonstration of skill development (such as testing), etc.
- Similarity or differences among other job series or occupations within or across departments

The Contractor will prepare options and preliminary recommendations for each job series regarding:

- Proposed number of levels within each job series
- Distinctions between the job levels (responsibilities and job content)
- Prerequisites or requirements associated with eligibility for each level in the series
- Measurements or methods used to demonstrate attainment of the requirements for each level
- Suggested rewards or recognition associated with each job level attainment, such as pay grade advancement or other remuneration

The Contractor will offer a few observations regarding measurements associated with identifying an employee's eligibility for a higher level in a career path. In general, we have found that demonstration of knowledge, skills, and abilities can be grouped into the following three categories, in order from more rigid to more flexible:

- Successful completion of a formal training or education program, such as attainment of a specific license, certification, degree, or certificate, which is obtained through an entity outside of the employing organization (college/university, professional association, state licensing board, apprenticeship program, etc.)



- Completion of an on-the-job training program developed by (or for) the employing organization, which may include a testing instrument or other scored assessment
- Performance-related observations and information, usually collected from supervisors, managers, or other employees who are in a position to assess the employee's performance on a day-to-day basis and make a recommendation regarding the employee's level of knowledge, skills, and abilities

**10. Apply Segal Evaluator™ Approach (Internal Equity)**

The Contractor will use proprietary software, **Segal Evaluator™** that:

- Uses specific compensable factors across all departments and positions to create an internal hierarchy of jobs
- Provides an objective quantitative approach
- Determines values for each compensable factor and calculates a total point score for each position
- Provides an organization-wide hierarchy is developed which establishes internal equity
- Complements and co-exists with a market data to structure development

The Contractor will measure the following specific compensable factors using their proprietary software:

<b>Compensable Factors</b>	<b>Measurement</b>
<b>Formal Education</b>	Measures the minimum formalized training or education that is required for entry into the position
<b>Work Experience</b>	Measures the minimum level of work experience required for entry into the position
<b>Management &amp; Supervision</b>	Measures the supervisory or managerial role of the job and the degree of complexity of work performed by those being supervised
<b>Human Collaboration Skills</b>	Measures the job requirements of interaction with others outside direct reporting relationships as well as the impact the job has on organizational, departmental or unit objectives, the output of services, employee or customer satisfaction
<b>Freedom to Act &amp; Impact of Action</b>	Measures the degree of freedom to exercise authority as well as assesses the impact of actions
<b>Knowledge &amp; Skills</b>	Measures the knowledge and skill level required by the job and how the application impacts the organization
<b>Fiscal Responsibility</b>	Measures the accountability and participation as it relates to the fiscal accountability for one's department or assigned area(s) of responsibility
<b>Working Conditions &amp; Physical Effort</b>	Measures the surroundings or physical conditions under which the work must be performed

The Contractor will determine values for each compensable factor and a total score will be calculated for each position. The total score for each job title creates a final hierarchy that reflects both sound compensation practices and the County's collective organizational values. It is intended that this hierarchy will establish relative internal equity and that the compensation structure will be driven by market comparisons.

**The outcome will be a spreadsheet that shows all job titles and our recommended pay grade level. The County can adapt, modify, and change this spreadsheet in the future as jobs are added, removed, or changed. Unless otherwise agreed to, it will be the responsibility of Human Resources to vet job evaluation scores with each respective department.**

Upon completion of the project, The Contractor will provide the County with our Segal Evaluator™ job evaluation tool (in Excel format), at **no additional cost**. The County can continue to use the tool to adapt, modify, and change in the future as jobs are added, removed, or changed.

### **11. Update Position Descriptions**

The Contractor will work with the County on a format for position descriptions.

The Contractor will update the current position descriptions for all job titles using the information in the PDQ and employee interviews. The Contractor will develop new specifications for any new classes that have been added to the structure because of the classification analysis.

The Contractor will deliver draft position descriptions in Microsoft Word format so that the County can review and edit the documents easily. The Contractor will deliver draft documents to the County.

*The County will distribute the draft documents to department managers for their review and then human resources staff will make any edits or changes to the drafts based on this feedback.*

***Classification Analysis Deliverables for substeps 6-11 will be draft position descriptions for the 500 positions covered by this study and any new positions are a result of the study.***

## **Step 3: Total Compensation Market Assessment**

The Contractor will:

- Review the County's current compensation structure including its comprehensive benefit package and recommend improvements to its steps/grades, pay levels, pay ranges, and placement scales
- Compare the County's total compensation program with appropriate jurisdictions in the geographic areas from which the County also recruits, including salaries/wages, health benefits, leave insurance, deferred compensation, retirement and all other benefits offered to County employees

The Contractor will to take the following steps:

1. Develop a Market Study Methodology
2. Identify Benchmark Job Titles
3. Identify Comparable Employers and Other Data Sources
4. Collect and Analyze the Market Data
5. Prepare and Deliver a Report to you Detailing our Findings

### **1. Develop a Study Methodology**

The Contractor will conduct a custom-designed survey targeted to the County's public sector peer employers, while using published sources to represent private sector pay data.

## **2. Identify Benchmark Job Titles**

The Contractor will identify a list of jobs that:

- Capture a broad array of occupational groups, departments, and pay levels throughout the County
- Are readily found and matched within public sector organizations and the private sector (as applicable)
- Cover a large proportion of the County's workforce (usually we strive for at least 50% of incumbents to be represented by a benchmark job)

For pricing purposes we anticipate that up to 100 job titles will be identified as benchmarks from the current list of approximately 500 titles.

## **3. Identify Comparable Employers to Survey**

The Contractor will distribute the custom market survey to 12 public sector entities, and three (3) published sources to represent private sector pay data.

The Contractor will draw on data contained in nationally recognized published data sources, such as:

- CompAnalyst
- PayFactors
- Willis Towers Watson
- Economic Research Institute (ERI)

The Contractor will identify specific sources appropriate to the County, as published data sources does not usually differentiate between unionized and non- unionized employees.

## **4. Collect and Analyze the Market Data**

The Contractor will design a survey instrument for collecting the market information, which we typically develop in MS Excel. The types of information the Contractor will collect through the survey include:

### *Information Specific to Each Benchmark Job*

- Matching job title
- Pay ranges (minimum and maximum rates)
- Actual average pay rates for each job title
- FLSA status
- Number of current employees and/or positions
- Eligibility for bonuses or other short-term incentives
- Other similar information

### *Information Related to Compensation Policies/Practices*

- Pay progression policies (that is, how employees move through a pay range)
- Supplemental pay policies, such as differentials, stipends, allowances, and incentives
- Recent history of pay scale adjustments and pay increases

### *Information Related to Benefits*

- Paid time off annual accrual rates (vacation/annual, sick, holidays, personal days)
- Health related benefits – prevalence and cost-sharing for medical, dental, and vision plans by plan type and coverage tier
- Retirement benefits - prevalence and contribution rates associated with primary and supplemental programs
- Other benefits - prevalence and costs for other common benefit programs, such as short- term and long-term disability, tuition assistance/reimbursement programs, etc.

The Contractor will draft brief job summaries for each benchmark title based on the results of the classification analysis based on current position descriptions to assist the survey participants with matching jobs consistently and appropriately.

The Contractor will distribute it to the approved group of comparable employers. The Contractor will make many efforts to achieve the goal of 100% participation from each invited employer. The Contractor cannot guarantee that good data will be obtained from each of the employers invited to participate and for all of the jobs requested.

Respondents will return completed surveys and supplementary materials directly to the Contractor. The Contractor will review and validate each survey response for completeness and reasonability, and then follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

The Contractor will design a database to support its analysis that will become the property of the County upon completion of this project for the County's future analyses. The Contractor will include any private sector data from published data sources, as applicable.

The Contractor will work with the Project Team to determine the appropriate weighting for the public data sources and the private data from published data sources. Options can include equal weighting for the salary data (50% for public data and 50% for private data) or if the number of benchmark matches from published data sources is not consistent for each benchmark job title, the County may consider weighing the public sector data higher than the private sector data.

### *Data Analysis*

The Contractor will develop a compensation benchmarking tool in MS Excel that will become the property of the County at the completion of this project. The Excel model will have the functionality to apply the adjustments needed to ensure consistent market comparisons, such as:

- Adjustments for differences in workweek hours
- Geographic adjustments (for any entities or data sources outside the commuting area)
- Aging adjustments (for any published sources with data that is more than a year old)
- Cost-of-living differences (as applicable)

The Excel model will include numerous tables and charts that show the City's market position in a variety of detailed and summary formats. The Contractor will analyze the survey data to determine the County's market position relative to the market average minimum, midpoint, and maximum pay rate

for each benchmark job title. The Contractor will compare these averages to the County's pay ranges to determine the market position for each job title and occupational group. Based on industry standards that align with federal antitrust/safe harbor guidelines, benchmarks that receive less than five (5) total responses will not be included in our final report.

## **5. Prepare a Report of Our Findings**

Once all data have been collected, reviewed, and analyzed, we will prepare a report detailing our methodology and findings. The report will include at least the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The County's competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Paid time off policies for each surveyed employer
- The prevalence and cost-sharing arrangements for medical coverage, supplemental benefits, and retirement plans among the surveyed employers
- Appendices showing detailed information collected for the market study

Step 3: Total Compensation Market Assessments Deliverables: Customized market survey distributed to 12 public sector peers and 3 published data sources, and final market study report.

## **Step 4: Recommendations Development**

The Contractor will:

- Review the County's processes, positions, and pay structures and make recommendations that will help mitigate bias, and identify and eliminate barriers that might prevent the County from attracting and retaining employees who represent Snohomish County's demographics
- Provide all data and rationale to support all recommendations (all data collected and, rationale shall be shared/disclosed with the County)
- Conduct a cost analysis and fiscal impact for implementation of the proposed recommendations
- Prioritize recommendations for a phased implementation that will foster employee support and allow for budget adherence

For this step in the project, the Contractor will complete the following steps:

1. Design a Recommended Salary Schedule
2. Recommend Placement of Each Job on the Salary Schedule (i.e., assign jobs to pay grades)
3. Develop Recommended Pay Policies
4. Determine Cost Impact
5. Assist with Implementation

### **1. Design a Recommended Salary Schedule**

With the guidance of the Project Team, the Contractor will develop recommended new salary

structures that are consistent with the market findings and the County's pay philosophy.

## 2. Recommend Pay Grade Assignments

The Contractor will recommend grade assignments for all jobs covered by the study.

The Contractor will:

- recommend grade assignments for benchmark jobs based on the market study findings.
- recommend grade assignments for non-benchmark jobs
- review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships.
- finalize the grade assignments as part of its final recommendations.

The goal will be to ensure the new system 1) is market based, 2) considers the comparable worth based on job duties and competencies, and 3) is easily understood by managers and employees.

## 3. Develop Recommended Pay Policies

The Contractor will work with the Project Team to develop compensation policies that are appropriate for the County and consistent with market practices. These may include the following:

- **Salary administration and pay plan maintenance**
- **Pay policies:** a plan to adjust salaries up/down when assignments are changed and when an employee is placed in another category or pay grade
- **Pay progression methods:** to include sound practices to mitigate pay compression, promote equity, and recognize employee professional development
- **Pay progression policies:** how employees progress from the minimum to the maximum of the pay range
- **Performance-based pay:** whether base salary adjustments can occur based on performance, whether bonuses can be awarded based on individual or group performance, etc.
- **Pay schedule adjustment policies:** how and when adjustments are made to the pay schedule, and whether/how these adjustments affect employees' individual pay
- **Hiring salary practices and policies:** to what extent new employees can be hired above the minimum of the pay range, criteria for setting hiring salaries, and determinations regarding approval levels
- **Pay supplements and additions to base pay:** such as pay for special skills or competencies, shift differentials, on-call or call-back pay, etc.
- **Other related policies:** such as promotional guarantees, reclassifications, etc.

The Contractor will review the County's current compensation policies and, after discussion with the Project Team regarding the advantages, disadvantages, and implications of each, will draft revised policy language that reflects the Contractor's recommendations for changes. The Contractor will deliver our recommendations to the County in Microsoft Word so that the County can make any edits or changes based on County needs.

## 4. Determine Cost Impact

The Contractor will estimate the annualized cost of implementing the new/revised classification structure and pay scales.

The Contractor will work with the Project Team to determine the placement criteria. These criteria could include factors such as:

- Time the employee has been in the position
- Time the employee has worked for the County
- Current position in the salary range
- Desired market position for individual salaries
- Internal equity and pay compression considerations
- Results of recent performance appraisals

Based on the guidance of the Project Team, the Contractor will identify each employee's recommended salary within the applicable pay range and will determine the first year annual cost of implementing the new classification structure and pay schedule.

The Contractor will provide recommendations to include two costing models for the County's consideration. Depending on the needs of the County, each model may reflect the following variables:

- Changes to the classification structure and its impact on individual employees
- Other factors that may impact placement of employees into the new pay structure such as:
  - Pay compression
  - Changes in the design of the pay structure(s) (e.g. number of grades, range width of each grade as well as minimum and maximum values)
  - Timing of implementation

Each model will be constructed to provide the County with the ability to conduct sensitivity analysis (changes to the variables) independent of the Contractor.

## **5. Assist with Implementation**

The Contractor will assist the Project Team with planning for adequate input (and in some cases formal approval) by a variety of stakeholders such as employee groups, department directors, senior executives, elected officials, and others that could include such activities as the following:

- Developing an implementation schedule that takes into consideration potential phased approaches, based on the County's operational priorities, culture, and availability of funding
- Drafting a check list of the items that will need to be addressed prior to implementing the recommended changes
- Assisting the County with supporting or defending the study results and recommendations with key stakeholders or officials
- Preparing presentation materials for decision makers
- Assisting with developing employee communication materials
- Plan for keeping the compensation study up-to-date by means of periodic market studies including suggested timelines and classifications that could be designated for

benchmarking

The Contractor has included up to eight (8) hours of consulting time for this step.

Step 4: Recommendations Development Deliverables: Pay scales, grade assignments, recommended compensation policies, cost of implementation and assistance with implementation.

### **Step 5: Present Final Results to the County**

The Contractor will present the final results to the County Council. The Contractor's price proposal assumes the Contractor will develop and deliver one on-site or virtual presentation that will contain at least the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

The Contractor will draft the presentation for the Project Team's review, and then will finalize the document based on comments and input. The Contractor anticipate that a senior member of the Contractor's Team will deliver the presentation, in conjunction with a senior member of the County's Project Team.

**Step 5: Present Final Results to the County Deliverable:** Presentation to Council

### **County's Responsibilities:**

The County shall:

Project Tasks	
<b>Step 1: Project Initiation</b>	
1. Project Initiation	<ul style="list-style-type: none"><li>• Schedule and attend meetings and provide information and data needed to commence project such as:<ul style="list-style-type: none"><li>• Salary structures</li><li>• Current personnel policy documents</li><li>• Current organization charts</li><li>• Collective Bargaining Agreements</li><li>• Up-to-date position descriptions in Microsoft Word</li><li>• Current and accurate employee census data</li></ul></li></ul>
<b>Step 2: Classification Analysis</b>	



1. Develop PDQ	<ul style="list-style-type: none"> <li>• Review drafts and approve final PDQ</li> <li>• Collect PDQs from managers and department directors</li> <li>• Sort PDQs by job title and send to Segal</li> </ul>
2. Conduct Employee Presentations	<ul style="list-style-type: none"> <li>• Send invitations/announcements to employees</li> <li>• Reserve room and arrange for audio-visual media</li> <li>• Review and approve presentation language</li> <li>• Attend presentations</li> </ul>
3. Analyze the Jobs	<ul style="list-style-type: none"> <li>• Provide employee census data and information on the current job title structure in electronic format</li> <li>• Be available for questions and clarifications</li> </ul>
4. Conduct Employee Interviews	<ul style="list-style-type: none"> <li>• Assist with selecting employees to participate</li> <li>• Arrange for interview rooms</li> <li>• Facilitate scheduling and arrangements</li> </ul>
5. Develop and Document a Recommended Classification Structure	<ul style="list-style-type: none"> <li>• Review draft structure and provide comments</li> <li>• Approve final classification structure</li> </ul>
6. Recommend Individual Position Assignments to Classifications	<ul style="list-style-type: none"> <li>• Be available for questions and clarifications</li> <li>• Approve assignments</li> </ul>
7. Develop Job Families	<ul style="list-style-type: none"> <li>• Confirm job families</li> </ul>
8. Conduct FLSA Analysis	<ul style="list-style-type: none"> <li>• Provide information on current FLSA status</li> </ul>
9. Develop Recommendations for Career Ladders	<ul style="list-style-type: none"> <li>• Be available for questions and discussion</li> <li>• Review and approve proposed career ladders</li> </ul>
10. Apply Segal Evaluator™ Approach (Internal Equity)	<ul style="list-style-type: none"> <li>• Provide information on current job evaluation approach, if applicable</li> <li>• Review draft and provide comments</li> <li>• Approve final <b>Segal Evaluator™</b> approach</li> </ul>
11. Update Position Descriptions	<ul style="list-style-type: none"> <li>• Provide current position descriptions in Microsoft Word</li> <li>• Review and edit draft position descriptions, as applicable</li> </ul>
<b>Step 3: Total Compensation Market Assessment</b>	
1. Develop Compensation Strategy and Market Study Methodology	<ul style="list-style-type: none"> <li>• Meet with Segal staff, provide direction on strategy and methodology</li> </ul>
2. Identify Benchmark Jobs	<ul style="list-style-type: none"> <li>• Review and approve list of benchmarks</li> </ul>
3. Identify Comparable Employers	<ul style="list-style-type: none"> <li>• Review and approve list of comparators</li> </ul>
4. Collect and Analyze the Market Data	<ul style="list-style-type: none"> <li>• Review and approve survey document</li> <li>• Assist contacting survey recipients, if necessary</li> <li>• Complete survey on behalf of the County</li> <li>• Review draft market data and provide comments</li> </ul>

5. Determine Market Position	<ul style="list-style-type: none"> <li>• Be available for questions or clarification of policies</li> </ul>
<b>Step 4: Recommendation Development</b>	
1. Design a Recommended Salary Schedule	<ul style="list-style-type: none"> <li>• Discuss objectives/goals with Segal team, provide direction and input</li> <li>• Review and approve pay schedule design</li> </ul>
2. Recommend Pay Grade Assignments	<ul style="list-style-type: none"> <li>• Provide information on current pay grade assignments</li> <li>• Be available for questions and discussion</li> <li>• Review and approve methodology and pay grade assignments</li> </ul>
3. Develop Recommended Pay Policies	<ul style="list-style-type: none"> <li>• Provide information on current pay policies</li> <li>• Discuss potential options for policies with Segal team</li> <li>• Review and approve pay policy language</li> </ul>
4. Determine Cost Impact	<ul style="list-style-type: none"> <li>• Provide employee census information</li> <li>• Provide information on fiscal ability and conditions</li> <li>• Discuss and approve implementation criteria</li> <li>• Review and approve cost model</li> </ul>
5. Assist with Implementation	<ul style="list-style-type: none"> <li>• Determine assistance needed</li> <li>• Provide direction to Segal team</li> </ul>
<b>Step 5: Present Final Results to the County</b>	
1. Present final results to the County	<ul style="list-style-type: none"> <li>• Send invitations and announcements</li> <li>• Arrange for room if needed and arrange for audio-visual media</li> <li>• Review and approve presentation language</li> <li>• Attend presentation</li> </ul>



Hourly Rate for additional work by Position

Senior Consultant	\$ 400 per Hour
Associate Consultant	\$ 285 per Hour
Senior Associate	\$ 250 per Hour
Associate	\$ 225 per Hour

<b>TITLE</b>	Master Consulting Agreement with Snohomish County WA...
<b>FILE NAME</b>	Master Consulting... 10) 3.14.22.docx
<b>DOCUMENT ID</b>	a326f8d9989671aa66e21f19d5e9bdc04828c258
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

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## Document History



SENT

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Sent for signature to Anne Koski (akoski@segalco.com) and Ruth Ann Eledge (reledge@segalco.com) from legalreview@segalco.com  
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**03 / 16 / 2022**

12:41:44 UTC-4

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**03 / 16 / 2022**

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Viewed by Anne Koski (akoski@segalco.com)  
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COMPLETED

**03 / 16 / 2022**

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The document has been completed.